517 Phil. 85

FIRST DIVISION

[G.R. NO. 130260, February 06, 2006]

HILARIA RAMOS VDA. DE BRIGINO, P E T I T I O N E R, VS. DOMINADOR RAMOS AND FILOMENA RAMOS, R E S P O N D E N T S.

D E C I S I O N

CHICO-NAZARIO, J.:

This petition assails the Decision[1] of the Court of Appeals dated 25 January 1996 in CA-G.R. SP No. 38618 entitled, *"Serafin Brigino, et al. v. Dominador Ramos, et al.,"* which affirmed that of the Department of Agrarian Reform Adjudication Board (DARAB)-Central Office in DARAB Case No. 1968. The DARAB-Central Office had affirmed the ruling of the Provincial Adjudicator of Malolos, Bulacan, in Reg. Case No. 403-Bul-92, declaring respondents the lawful tenants of a parcel of land in Bulacan owned by Hilaria Ramos Vda. de Brigino and her spouse, the late Serafin Brigino, and thus respondents are entitled to security of tenure.

The details, as richly told by the DARAB, are beyond dispute:

On 10 July 1992, petitioner and her spouse filed a petition for Annulment and/or Cancellation of Agricultural Leasehold Contract against herein respondents Dominador Ramos and Filomena Ramos before the Provincial Adjudicator of Malolos, Bulacan. Petitioner and her spouse alleged that they are the registered owners of the subject landholding with an area of 11,451 square meters located at Malibong Bata, Pandi, Bulacan. The petition further stated that petitioner is the sister of respondent Dominador Ramos while respondent Filomena Ramos is the surviving spouse of another brother named Pedro Ramos. The petition likewise averred that in the early months of 1991, petitioner and her spouse discovered that respondent Dominador and Pedro Ramos were able to register with the Department of Agrarian Reform (DAR) two documents both entitled, *"Kasunduan ng Pamumuwisan"* dated 29 June 1973, without the knowledge and consent of the petitioner and her spouse as the signature of petitioner in those documents were forged. Hence, petitioner and her spouse prayed that said documents be declared void and the subject land as untenanted.[2]

On 31 August 1993, after attempts to amicably solve the dispute failed, the DARAB Provincial Adjudicator ruled for respondents. Despite the National Bureau of Investigation (NBI) finding that the signatures of petitioner in the *"Kasunduan ng Pamumuwisan"* were forgeries, the Provincial Agrarian Reform Adjudicators (PARAD) opined that the forgery does not suffice to render said documents null and void inasmuch as petitioner and her spouse are estopped from denying the existence of said documents in view of the fact that petitioner's spouse had issued rental receipts to respondents, which receipts strongly prove that they are occupying the subject land in the concept of tenants and that implied tenancy was, accordingly, perfectly

established. The PARAD further disposed that such being the case, security of tenure must be accorded respondents in tune with Section 7 of Republic Act No. 3844.[3] It held.

> WHEREFORE, premises considered, judgment is hereby rendered declaring respondents as bonafide and lawful tenants and to maintain in peaceful possession and cultivation of the landholding.[4]

Disgruntled, petitioner and her spouse appealed the PARAD's Decision with the DARAB in DARAB Case No. 1968 which affirmed *in toto* the decision of the PARAD, with the following *fallo* of the Decision:

> WHEREFORE, finding no reversible error in the appealed Decision the instant appeal is hereby DISMISSED for lack of merit. The assailed Decision, dated August 31, 1993, is hereby Affirmed *IN TOTO*.[5]

Unfazed, petitioner and her spouse elevated the matter to the Court of Appeals, which on 25 January 1996, affirmed the ruling of the DARAB. The dispositive portion of the Decision of the Court of Appeals provides:

> ACCORDINGLY, the instant petition for review is hereby DISMISSED for lack of merit. No pronouncement as to costs.[6]

Hence, the present petition for review, petitioner faulting the appellate court in finding that there was an implied tenancy relationship between her and respondents, positing that the essential requirements of a tenancy contract did not obtain in the case. Particularly, petitioner assails the Decision of the Court of Appeals on the following argument:

> THE DISMISSAL OF THE PETITION FOR REVIEW BY THE COURT OF APPEALS IN CA-G.R. NO. 38618 ENTITLED SPS. SERAFIN BRIGINO AND HILARIA RAMOS VERSUS DOMINADOR RAMOS AND FILOMENA RAMOS IN EFFECT IS AN AFFIRMATION OF THE ERRONEOUS CONCLUSION OF THE DARAB ON THE FINDINGS OF SUBSTANTIAL EVIDENCE WHICH IS NOT IN ACCORD WITH LAW OR WITH THE APPLICABLE DECISION OF THE HONORABLE SUPREME COURT AND IS BASED ON ERRONEOUS CONCLUSION FROM FACTS.[7]

The issue of whether or not respondents are *bona fide* tenants of the subject landholding is the bedrock of the petition.

Petitioner ardently claims that the NBI report that the questioned signatures and the standard/sample handwriting/signatures of Hilaria Ramos were not written by one and the same person stands to mean that the signatures of petitioner in the questioned documents, *i.e.*, the *Kasunduan sa Pamumuwisan* dated 09 June 1973, are forged. Thus, according to petitioner, there was no consent on her part to allow respondents to till the land in question and that absent the essential element of consent and sharing between the parties, no tenancy relationship can exist between them. Petitioner contends further that the receipts allegedly signed by her husband and her daughter could not be interpreted to constitute tenancy relationship between her and respondents, these harvests being, at best, gifts from respondents. In sum, petitioner avers that respondents are not legitimate tenants but mere usurper of rights having falsified the signature of the petitioner.

Accordingly, she says that mere cultivation of the land by usurper cannot confer upon him by any legal right to work the land as tenant and enjoy the protection of security of tenure of the law.[8]

Republic Act No. 1199, also known as the Agricultural Tenancy Act of the Philippines, defines "agricultural tenancy" as:

> [T]he physical possession by a person of land devoted to agriculture belonging to, or legally possessed by, another for the purpose of production through the labor of the former and of the members of his immediate farm household, in consideration of which the former agrees to share the harvest with the latter, or to pay a price certain, either in produce or in money, or in both.[9]

The essential requisites of tenancy relationship based on the foregoing definition, as cited in cases of recent vintage,[10] are:

> 1) that the parties are the landowner and the tenant or agricultural lessee; 2) that the subject matter of the relationship is an agricultural land; 3) that there is consent between the parties to the relationship; 4) that the purpose of the relationship is to bring about agricultural production; 5) that there is personal cultivation on the part of the tenant or agricultural lessee; and 6) that the harvest is shared between the landowner and the tenant or agricultural lessee.

In the present case, there is no dispute as to the presence of the foregoing elements, but the conflict lies in the elements of *consent* and *sharing.* To prove such sharing of harvests, a receipt or any other evidence must be presented.[11]

The appellate court, the DARAB and the PARAD found that an implied tenancy was created when petitioner and her spouse acquiesced in the taking over and cultivation of the land by respondents. The "sharing" is evidenced by the receipts given by petitioner's spouse and petitioner's daughter to respondents for the period of 1991-1992. The Court of Appeals and the Boards went on to rule that petitioner and her spouse were estopped from denying this implied tenancy in view of the fact that they had accepted shares of harvests from respondents.

At the outset, it is a time-honored rule that the question of whether there was an implied tenancy and sharing are basically questions of fact and the findings of the Court of Appeals and the Boards *a quo* are, generally, entitled to respect and nondisturbance, as long as they are supported by substantial evidence.[12] And substantial evidence has been defined to be such relevant evidence as a reasonable mind might accept as adequate to support a conclusion and its absence is not shown by stressing that there is contrary evidence on record, direct or circumstantial, and where the findings of facts of the agrarian court are supported by substantial evidence, such findings are conclusive and binding on the appellate court.[13]

We find no compelling reason to apply the exception of nonconclusiveness of their factual findings inasmuch as their findings are based on substantial evidence.

More importantly, the Boards and the appellate court distinctly found that apart from the "*Kasunduan ng Pamumuwisan,*" there exists other evidence on record,